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RECORDATION NO. \_\_\_\_\_ FILE & NUMBER

SUPPLEMENTAL AGREEMENT

FEB 26 1974 - 1 22 PM

INTERSTATE COMMERCE COMMISSION

Dated as of February 15, 1974

Supplementing

CONDITIONAL SALE AGREEMENT

Dated as of May 1, 1970

Between

PULLMAN INCORPORATED  
(Pullman-Standard Division)

and

NORFOLK AND WESTERN RAILWAY COMPANY

## SUPPLEMENTAL AGREEMENT

AGREEMENT, dated as of February 15, 1974, between NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (the "Railroad"), and THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, a Pennsylvania corporation (the "Agent"), acting as agent under an Agency Agreement dated as of May 1, 1970 (the "Agency Agreement"), among the Agent, the Railroad and the investors named in Schedule A thereto.

### R E C I T A L S

Pullman Incorporated (Pullman-Standard Division), a Delaware corporation (the "Manufacturer"), and the Railroad are parties to a Conditional Sale Agreement dated as of May 1, 1970 (the "Conditional Sale Agreement"), providing for the construction, sale and delivery by the Manufacturer to the Railroad of the railroad equipment described therein (the "Equipment").

Pursuant to an Agreement and Assignment dated as of May 1, 1970 (the "Agreement and Assignment"), the Manufacturer assigned to the Agent certain rights in and to the Conditional Sale Agreement.

Under the provisions of the Conditional Sale Agreement, any of the Equipment that may become worn out, lost, destroyed, irreparably damaged, condemned, seized by a government, or otherwise rendered permanently unfit or unavailable for use

("Discarded Equipment") may be replaced by the Railroad, at its own cost and expense, with railroad equipment of similar character of value equal to the Casualty Value (as defined in the Conditional Sale Agreement) of the Discarded Equipment, which railroad equipment shall have been first put into operation after the date of the Conditional Sale Agreement ("Replacement Equipment").

The Conditional Sale Agreement has heretofore been supplemented by a Supplemental Agreement dated as of March 15, 1971, providing for the inclusion of additional units of railroad equipment.

The Railroad has heretofore certified to the Agent that certain units of the Equipment have become Discarded Equipment, and the Railroad and the Agent wish to supplement the Conditional Sale Agreement by including thereunder the new standard-gauge railroad equipment described below, which will be delivered to the Railroad and first put into service during the year 1974, in accordance with provisions of the Conditional Sale Agreement concerning Discarded Equipment.

\* \* \* \* \*

NOW, THEREFORE, in consideration of the foregoing, the Railroad and the Agent agree as follows:

Section 1: Schedule B to the Conditional Sale Agreement is hereby amended to include therein the following described units of Replacement Equipment:

<u>Type</u>	<u>Specifications</u>	<u>Plant</u>	<u>Quantity</u>
100-ton 86'6" high cube box cars	In accordance with drawings approved by Railroad	Greenville, Pennsylvania	4
<u>Railroad's Road Numbers (both inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Delivery</u>
861274 - 861277	\$36,100	\$144,400	At Greenville, Pennsylvania, in March 1974, or such other time and place as may be mutually agreed upon by the Railroad and the Agent.

Section 2: The Railroad shall cause this Supplemental Agreement to be filed and recorded in the same manner as the Conditional Sale Agreement.

Section 3: The provisions of this Supplemental Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia; provided, however, that the Company and the Agent shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and any additional rights arising out of the filing, recording or deposit of this Supplemental Agreement.

Section 4: Except as herein provided, the units of Replacement Equipment described above shall be subject to all of the terms and conditions set forth in the Conditional Sale Agreement as fully as if said terms and conditions were set forth in this Supplemental Agreement, and the Conditional Sale Agreement shall be deemed to be supplemented so as to include the units of Replacement Equipment described above from and after the date hereof. Except as modified by this Supplemental Agreement, all terms, covenants and provisions of the Conditional Sale Agreement shall continue in full force and effect.

Section 5: This Supplemental Agreement, which is dated for convenience as of February 15, 1974, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, the Railroad and the Agent have caused this instrument to be signed by their proper officers and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

NORFOLK AND WESTERN RAILWAY COMPANY

ATTEST:

Joseph Pakush  
 ASSISTANT Secretary JOSEPH PAKUSH

By

John R. Cowan  
 Vice President - Finance

THE FIRST PENNSYLVANIA BANKING AND  
TRUST COMPANY, as Agent

ATTEST:

*[Signature]*  
Assistant Secretary

By *Wm. Hager*  
Vice President

COMMONWEALTH OF VIRGINIA )  
 ) ss.:  
CITY OF ROANOKE )

On this *15th* day of February, 1974, before me personally appeared John L. Cowan, to me personally known, who, being by me duly sworn, says that he is Vice President - Finance of Norfolk and Western Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

*R. T. Anderson*  
Notary Public

My Commission Expires  
September 5, 1977

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF PHILADELPHIA )

On this *22nd* day of February, 1974, before me personally appeared *Wm. Hager*, to me personally known, who, being by me duly sworn, says that he is a Vice President of The First Pennsylvania Banking and Trust Company, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

CATHERINE D. BURNS, Notary Public  
PHILADELPHIA, PHILA. COUNTY, PA.  
My Commission Expires Nov. 10, 1977

*Catherine D. Burns*  
Notary Public

# **SCHEDULE B—PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION)**

<u>Type</u>	<u>Specifications</u>	<u>AAR Symbol</u>	<u>Plant</u>	<u>Quantity</u>	<u>Railroad's Road Numbers (both inclusive)</u>	<u>Estimated Unit Price</u>	<u>Estimated Total Price</u>	<u>Delivery</u>
100-ton covered hopper cars with 4,740 cubic foot ca- pacity (Manufacturer's Lot No. 9448).	Railroad's Specifi- cation dated 10/7/68; Manufacturer's pro- posal dated 4/21/69 and supplementary correspondence.	LO	Butler, Pennsylvania	1,000	176000--176999	\$15,400	\$15,400,000	Lodi, Ohio, from April through June 1970.

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